

North Canton City Council  
Finance and Property Committee

Ordinance No. 71 - 2018

An ordinance authorizing the Mayor of the City of North Canton to enter into a Capital Improvement Community Park, Recreation/Conservation Project Pass Through Agreement (Agreement) with the State of Ohio, Department of Natural Resources, to provide the City with a \$750,000 grant for 'North Canton Parks Upgrades,' a project to develop recreation facilities at Maple Street Park, Bitzer Park, and the Dogwood Park, all more fully described in Exhibit A to the Agreement, both attached hereto and incorporated herein, and declaring the same to be an emergency.

WHEREAS, the City wishes to enter into the Agreement with the Ohio Department of Natural Resources to obtain a \$750,000 pass through grant for the renovation/improvement project of three City parks: Bitzer, Dogwood, and East Maple.


WHEREAS, this project shall include an outdoor stage/event center at Bitzer Park, a fully inclusive adaptive playground for children with special needs at Dogwood Park, and an Arts District/Amphitheater at the East Maple Park.

WHEREAS, all parks shall receive upgrades to parking, including handicapped parking, ADA compliant bathrooms, and other park amenities for safety and enjoyment such as fencing and bench seating.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

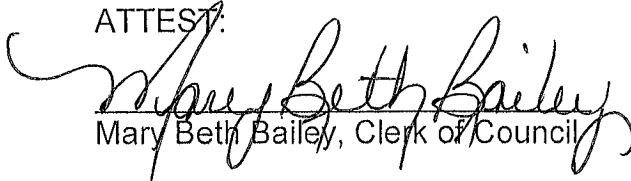
- Section 1. That the Mayor of the City of North Canton, be, and is hereby authorized to enter into the Agreement with the Ohio Department of Natural resources to provide the City with a \$750,000 pass through grant for 'North Canton Parks Upgrades,' a project to develop recreation facilities at Maple Street Park, Bitzer Park, and the Dogwood Park, all more fully described in Exhibit A to the Agreement attached hereto.
- Section 2. That the Director of Finance be, and is hereby authorized to issue warrants from appropriations established by Ordinance No. 49-2018 for the payment of vouchers duly approved by the proper departmental authority.
- Section 3. That if a provision of this ordinance is or becomes illegal, invalid or unenforceable, that shall not affect the validity or enforceability of any other provision of this ordinance.
- Section 4. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and peace of the City of North Canton, and further necessary to authorize the Mayor to enter into the Agreement with the Ohio Department of Natural Resources by its December 7, 2018 deadline to qualify for the above-described park improvement program pass through grant of \$750,000 in time for the next State Controlling Board meeting, and thereby promptly begin planning, permitting, and construction; wherefore, provided it receives the affirmative vote of six or more members of Council elected thereto, this ordinance shall take effect and be in full force immediately upon its adoption by Council and approval by the Mayor.

Passed in Council this 3<sup>rd</sup> day of December 2018

  
David Held, Mayor

Signed: 12<sup>1</sup> 03, 2018

ATTEST:

  
Mary Beth Bailey, Clerk of Council

**Capital Improvement Community Park, Recreation/Conservation Project  
Pass Through Grant Agreement  
Ohio Department of Natural Resources**

This Community Recreation/Conservation Project Pass Through Agreement (hereinafter referred to as the "Agreement") is made and entered into by and between the State of Ohio, Department of Natural Resources, (hereinafter referred to as "State" or "ODNR"), acting by and through its director, pursuant to Sections 154.17, 154.22 and 1501.01 of the Ohio Revised Code and House Bill No. 529, 132nd General Assembly of the State of Ohio and the City of North Canton, an Ohio political subdivision (hereinafter referred to as "Grantee") acting by and through its authorized representative.

Notices: All notices, demands, requests, consents, approvals and other communications required or permitted to be given pursuant to the terms of this Agreement shall be in writing, and shall be deemed to have been properly given when: 1) hand delivered with delivery acknowledged in writing; 2) sent by U.S. Certified mail, return receipt requested, postage prepaid; 3) sent by overnight delivery service (Fed Ex, UPS, etc.) with receipt; or 4) sent by fax or email, and shall be respectively addressed as follows:

(a) with respect to ODNR:

Ohio Department of Natural Resources  
Office of Real Estate  
2045 Morse Road, E2  
Columbus, Ohio 43229  
Attn: Recreation Services Administrator  
Email: mary.fitch@dnr.state.oh.us

(b) with respect to the Project Grantee:

City of North Canton  
145 North Main Street  
North Canton, OH 44720  
Attn: Deputy Director  
Email: cfarina@northcantonohio.gov

Notices shall be deemed given upon receipt thereof, and shall be sent to the addresses appearing above. Notwithstanding the foregoing, notices sent by fax or email shall be effectively given only upon acknowledgement of receipt by the receiving party. The parties designated above shall each have the right to specify as their respective address for purposes of this Agreement any other address upon fifteen (15) days prior written notice thereof, as provided herein, to the other parties listed above. If delivery cannot be made at any address designated for notices, a notice shall be deemed given on the date on which delivery at such address is attempted.

Pursuant to House Bill No. 529, the 132<sup>nd</sup> General Assembly of the State of Ohio has appropriated funds in the amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) to make a grant to the Grantee for the costs associated with the construction of a park and recreation or conservation facility in appropriation item C725E2, more fully described in as 'North Canton Parks Upgrades', (hereinafter referred to as "Project"). Furthermore, \$15,000.00 of the total Project appropriation will be used by the ODNR for the administration of the Project. The Project reference number is **STAR-011C**.

The General Assembly has identified the Parks and Recreation Improvement Fund (Fund 7035), created and existing under Section 154.22(F) of the Revised Code, as the fund from which these monies will be disbursed.

Pursuant to ORC Chapter 154 and Article VIII Section 2i of the Ohio Constitution, capital facilities lease-appropriation bonds (the "Bonds") have been or will be issued by the Ohio Treasurer of State (the "Treasurer") for the purpose of paying the "costs of capital facilities" including acquiring,

constructing, reconstructing, rehabilitating, renovating, enlarging and otherwise improving, equipping and furnishing capital facilities for parks and recreation, all as defined and described in ORC Section 154.01(K). A portion of those Bond proceeds will be used by ODNR to provide funding to the Grantee for the Project under this Agreement. Because ODNR is funding the Project with proceeds of those Bonds, ODNR requires that the Grantee make certain representations, warranties and covenants (both affirmative and negative) concerning the Project and use of the grant funds, as more fully described or provided in this Agreement, in order to comply with federal and state laws, regulations and rules relating to those Bonds and the projects funded with proceeds of those Bonds.

NOW, THEREFORE, for the purposes of providing the funds to the Grantee pursuant to House Bill No. 529 of the 132<sup>nd</sup> General Assembly, the parties hereto covenant and agree as follows:

1. **FUNDING AMOUNT.** ODNR agrees to provide the Grantee Seven Hundred Thirty-Five Thousand Dollars (\$735,000.00), via qualifying advance and reimbursement, to be used toward the total cost of the Project. Fifteen Thousand Dollars (\$15,000.00) of the amount appropriated for the Project will be retained by ODNR to cover administrative cost. In no event shall ODNR's payment to Grantee exceed Seven Hundred Thirty-Five Thousand Dollars (\$735,000.00). Funds for this Project have been released by the Controlling Board as of \_\_\_\_\_, and encumbered by Contract Encumbrance Record Number \_\_\_\_\_ and are so certified by the Director of Budget and Management on \_\_\_\_\_. Obligations of the State are subject to the provisions of Section 126.07 of the Ohio Revised Code. Any funds provided under this Agreement that are not spent shall be returned in full to the State.
2. **PROJECT DESCRIPTION.** The Grantee shall use the grant funds for 'North Canton Parks Upgrades', a project to develop recreation facilities at Maple Street Park, Bitzer Park, and Dogwood Park in North Canton, OH, all as more fully described in Exhibit A attached hereto.
3. **COMMENCEMENT AND TERMINATION DATES.** This Agreement commences on the date that it is approved by the Director of ODNR (the "Effective Date") and will, unless otherwise earlier terminated as provided herein, expire on the later of: i) 15 years from the date of Project completion (or Project acquisition if the Project is solely real property acquisition); or ii) the date upon which the latest Bond issuance funding or refinancing of the Project is paid in full (the "Term"). Grantee shall complete the Project on or before June 30th, 2020.
4. **NO RESTRICTIONS OF RECORD.** The Grantee hereby represents and warrants that there are not now, and there will not be, any restrictions of record with respect to the Project, including without limitation, any encumbrances, liens or other matters, which would interfere with or otherwise impair the use of the property as described on Exhibit B attached hereto, on which the Project will be located and developed as a public parks and recreation or conservation facility (the "Property"). The Grantee represents that it is the fee simple owner of the Property and that the only restrictions of record with respect to the Property are (a) any state of facts which an accurate survey might show, (b) all zoning regulations, restrictions, rules and ordinances, and other laws and regulations now in effect or hereafter adopted by any governmental agencies having jurisdiction over the Property and (c) all matters of record pertaining to the Property, including dedicated public rights-of-way and the items identified on said Exhibit B, 'Boundary Map'.

The Grantee hereby represents and warrants that there are not now, and Grantee shall not cause there to be, any restrictions of record with respect to the Project or Property, including without limitation, any encumbrances, liens or other matters, which would interfere with or otherwise impair the use of the Property as a public parks and recreation or conservation facility.

5. **CONSTRUCTION SERVICES.** The Grantee represents that it will contract for all construction services for the Project, and will provide construction administration. The Grantee shall have the full authority to contract with third parties for the design and construction of the Project. The Grantee shall secure all necessary permits and licenses for the Project. The Grantee warrants that it will cause the Project to be constructed or acquired, as applicable, with all reasonable speed and reasonably adhere to any submitted development timeline.
6. **OPERATION, MAINTENANCE, AND UPKEEP.** The Grantee shall be solely responsible for the operation, maintenance, and upkeep of the Project, and shall take all actions reasonably necessary to ensure that the Project is available to the public for the intended parks and recreation or conservation purpose during the Term. Failure to comply with this provision or any other provision of this Agreement may result in demand for repayment of all or a portion of the grant funds paid by ODNR to Grantee under this Agreement. The amount to be repaid will be calculated based on the ratio of (x) the number of months from the event triggering the reimbursement to the final scheduled maturity date of the Bonds over (y) the total number of months that the Bonds are scheduled to be outstanding. Grantee shall not make any grant repayment unless first consulting with ODNR, and ODNR shall not accept any repayment without first obtaining the approval of the Ohio Public Facilities Commission ("OPFC").
7. **REMITTANCES.** If for any reason funds acquired through this Agreement are required to be paid, repaid or remitted to the State of Ohio, they shall be remitted in full by the Grantee within forty-five (45) days of demand to:
- Ohio Treasurer of State  
30 East Broad Street, 9th Floor  
Columbus, Ohio 43215
8. **COPY WITH REMITTANCE.** Any such remittance shall include a copy of this Agreement. A copy of the cover letter transmitting the remittance to the Treasurer of State shall be sent simultaneously to ODNR.
9. **CONVEYANCE OF INTEREST IN PROJECT TO ODNR.** As security for the performance of the Grantee's obligations under this Agreement, the Grantee hereby conveys to ODNR an interest in the Property, consisting of the right to use and occupy the Property and the facilities funded in whole or in part with grant funds under this Agreement upon default of this Agreement by the Grantee. This interest shall be in effect during the Term of this Agreement. The Grantee hereby acknowledges and agrees that ODNR may assign or convey such right to use and occupy such facilities to the OPFC or such other State agency selected by ODNR, and Grantee does hereby consent to such assignment or conveyance. In addition, ODNR has entered into a lease with OPFC relating to the Bonds and the Project; provided that so long as Grantee shall not default under this Agreement, such lease shall not affect the Project or the use thereof. ODNR acknowledges that, absent a default by Grantee, ODNR has no right to use or occupy the Property or Project. ODNR shall have the right during the Term hereof to enter upon the Property during normal business hours for purposes of inspection of the Project for compliance with this Agreement.

- 10. PROHIBITION AGAINST DISPOSITION.** The Grantee shall not dispose of all or any part of the Project funded by ODNR through the Term of this Agreement without the prior written consent of ODNR and OPFC. All notices, demands, requests, consents, approvals and other communications to OPFC shall be addressed as follows:

Ohio Public Facilities Commission  
30 East Broad Street, 34th Floor  
Columbus, Ohio 43215  
Attn: Assistant Secretary

- 11. WAIVER OF LIABILITY.** On and after the date of this Agreement, the Grantee agrees not to seek any determination of liability against ODNR, OPFC, the Treasurer or any department, agency or official of the State in the case of claim or suit arising from the Project including acquisition of property or any future condition, construction, operation, maintenance or use of property or facilities which may be developed in relation to the Project. The Grantee forever releases and waives any and all claims, demands and causes of action it may ever possess or assert against ODNR and its employees, agents, officials and attorneys arising from, or relating to, the Project.

- 12. INSURANCE.** Unless otherwise agreed by ODNR, the Grantee shall maintain, or cause to be maintained, at no cost to the State, commercial general liability insurance and property insurance, including, if applicable, builder's risk insurance, to insure ODNR, OPFC, the Treasurer and the State in an amount and type determined by a qualified risk assessor to be sufficient to cover the full replacement costs of improvements funded, in whole or in part, by the State, and for bodily injury, property damage, personal injury, advertising injury and employer's liability exposures of the Grantee. Unless otherwise agreed by ODNR, such insurance shall remain in force at all times from the Effective Date hereof through the Term of this Agreement.

Instead of providing the general liability and property insurance above, the Grantee may name ODNR, OPFC, the Treasurer and the State as additional insured and/or loss payees, as the coverage requires, under a self-insurance program or joint self-insurance pool created under ORC Sections 2744.08 or 2744.081, respectively, and operated by or on behalf of the Grantee, in order to meet the insurance requirements set forth herein.

- 13. BONDED AND INSURED EMPLOYEES AND AGENTS.** Prior to release of advance funds by ODNR, Grantee will provide ODNR with a document that demonstrates that all employees or agents of Grantee who are responsible for maintaining or disbursing funds acquired through this Agreement will be fully bonded or insured against loss of such funds. The bonding agent or insurer shall be licensed to do business in Ohio. No part of the funds acquired by Grantee through this Agreement shall be spent to obtain that bonding or insurance.

- 14. PUBLIC FUNDS COMPLIANCE.** The Grantee will assure compliance with all applicable federal, state, and local laws and regulations pertaining to handling, management and accountability in relation to public funds. All funds received by Grantee under this Agreement shall be deposited in one or more financial institutions that fully insure, secure or otherwise protect the funds from loss through federal deposit insurance and/or other deposit and/or collateralization strategies that protect the funds against loss. If the Grantee is a political subdivision of the State, grant funds shall be held in compliance with Chapter 135 of the Ohio Revised Code.

- 15. REPORTS AND RECORDS.** The Grantee will keep and make all reports and records associated with the Project funded under this Agreement available to the State Auditor, or the Auditor's designee, ODNR and OPFC for a period of not less than eighteen (18) years after the date of

Project closeout. These reports and records shall include a description of the Project, a detailed overview of the scope of work, and disbursement detail (including amount, date, nature/object of expenditure), and vendor information. The Grantee acknowledges that the Auditor of State and other departments, agencies and officials of the State may audit the Project at any time, including before, during and after completion. The Grantee agrees that any costs of audit by the Auditor of State or any other department, agency or official of the State will be borne exclusively by and paid solely by Grantee, and that the funds provided under this Agreement will not be used by Grantee for payment of any audit expenses for any reason at any time. Grantee will be solely responsible for all costs associated with audit.

- 16. RESTRICTIONS ON EXPENDITURES.** The Grantee affirmatively states that Grantee is fully aware of the restrictions and guidelines for expending funds granted under this Agreement and intends to comply fully with same. Grantee will implement appropriate monitoring controls to ensure that funds acquired through this Agreement are expended in accordance with all applicable laws, rules and requirements.
- 17. DETERMINATION OF INELIGIBILITY.** If it is determined by an audit by the Auditor of State or any department, agency or official of the State or other agency or entity with legal audit authority that any Project expense is ineligible, or not properly documented, the Grantee will repay that amount in full to the State.
- 18. NO FINDING FOR RECOVERY.** The Grantee represents and warrants to the ODNR that it is not subject to a finding for recovery under R.C. 9.24, or that it has taken appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that section. The Grantee agrees that if this representation or warranty is determined by ODNR to be false, this Agreement shall be void *ab initio* as between the parties to this Agreement, and any funds paid by the State hereunder immediately shall be repaid in full to the State, or an action for recovery immediately may be commenced by the State for recovery of said funds.
- 19. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT.** The Grantee will comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (PL 91-646), Stat. 1894 (1970), and Ohio Revised Code Chapter 163 for all real property acquisitions, and where applicable will assure that these requirements have been complied with for the Project, using funds provided by the legislature in House Bill No. 529 of the 132<sup>nd</sup> General Assembly.
- 20. PROJECT NONDISCRIMINATION.** The Grantee agrees that any facilities that may be developed now or in the future on the lands comprising the Project will be made available to all persons regardless of race, color, sex, religion, national origin, ancestry, age, military status, handicap or disability on the same terms and conditions.
- 21. EMPLOYMENT NONDISCRIMINATION.** The Grantee shall not discriminate against any employee or applicant for employment, because of race, color, religion, national origin, ancestry, sex, age, military status, handicap or disability. The Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, ancestry, sex, handicap or disability. Such action will include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices as may be provided by the State setting forth the provisions of this non-discrimination clause.

**22. ODNR RIGHT TO TERMINATE.** ODNR reserves the right to terminate this Agreement and to recover any funds distributed by the Grantee to contractors or other payees in violation of the terms of this Agreement if the Grantee is determined by ODNR to be unable to proceed with the Project, or if Grantee violates any of the terms herein.

**23. LEGAL, FEDERAL TAX, AND OTHER COMPLIANCE.** The Grantee will assure that monies expended under this Agreement are spent in conformity with the intent and purpose of the appropriation, the limitations on use set forth in the bill containing the appropriation, and Chapter 154 of the Ohio Revised Code and all other laws that apply to expenditure of monies by the Grantee. If Grantee is required to submit an annual financial report to the Auditor of State, in accordance with Auditor of State Bulletin 2001-012, then the Grantee shall report the funds it acquires through this Agreement as a separate column identified in a manner consistent with the Project description in appropriation item C725E2. If Grantee is not required to submit the aforementioned report, Grantee shall file an annual detailed expenditure report of all expenditures associated with the Project with the Auditor of State by March 1st every year until all funds provided in this Agreement have been spent. The above reports shall be sent to the address provided in Auditor of State Bulletin 2001-012.

The Grantee agrees to comply with all applicable federal, state and local laws and regulations, in the conduct of the Project and acknowledges that its employees are not employees of ODNR with regard to the application of the Ohio Public Employees Retirement law, Fair Labor Standards Act minimum wage and overtime provisions, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Ohio revenue and tax laws, Ohio Workers' Compensation Act and Ohio unemployment compensation law.

The Grantee agrees to use funds provided under this Agreement in accordance with the Ohio Constitution and any state or federal laws and regulations that may apply. The Grantee shall repay ODNR any funds improperly expended. Additionally, the Grantee agrees to comply with all requirements within its control necessary to preserve the tax status of all tax-exempt or tax-advantaged bonds, the proceeds of which are used to provide the funding to Grantee set forth in this Agreement. Unless otherwise determined by the OPFC, such requirements include, but are not limited to, ensuring that the funds provided under this Agreement finance capital expenditures (as opposed to operating expenses) and are not used to refund or otherwise refinance existing debt of the Grantee. Grantee shall be liable for any payments to the Internal Revenue Service or the U.S. Treasury as penalties or to preserve the tax status of tax-exempt or tax-advantaged bonds, and any other costs, resulting in whole or in part from actions taken by Grantee, including the failure of Grantee to comply with federal income tax laws applicable to such bonds. The Grantee agrees to consult with OPFC if the Grantee is uncertain as to what expenditures are eligible to be financed with funds provided under this Agreement.

**24. CONTRIBUTIONS CERTIFICATION.** Grantee hereby certifies that neither it nor any of its officers nor the spouse of any such person, has made contributions to the Governor of Ohio in excess of the limitations specified in R.C. § 3517.13.

**25. CONSTRUCTION CONTRACT COMPLIANCE.** Grantee represents that it will comply with the Executive Order of the Governor of Ohio regarding equal employment and that it will include in any construction contracts for the Project provisions for compliance with the terms and conditions of the Copeland Anti-Kick Back Act, 18 U.S.C. §874, as the same are supplemented by regulations promulgated by the U.S. Department of Labor in 29 CFR, Part 3.

**26. MODIFICATION.** This Agreement may be modified if agreed to in writing by both parties.



**27. ETHICS CERTIFICATION.** The Grantee, by signature on this document, certifies that it: (i) has reviewed and understands the Ohio ethics and conflict of interest laws as found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (ii) will take no action inconsistent with those laws. The Grantee understands that failure to comply with Ohio's ethics and conflict of interest laws is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State.

**28. SEVERABILITY.** Each provision hereof shall be separate and independent and the breach of any provision by either party hereto shall not discharge or relieve the other party from its obligations to perform each and every covenant to be performed by it hereunder. If any provisions hereof (or the application thereof to any person, firm or corporation or to any circumstances) shall be deemed invalid or unenforceable by any court of competent jurisdiction, the remaining provisions of this Agreement (or the application of such invalid provision to such persons, firms or corporations or circumstances other than those as to which it is invalid or unenforceable), shall not be affected thereby, and said provisions hereof shall be valid and enforceable to the fullest extent permitted by law.

**29. MISCELLANEOUS.**

- a. Controlling Law. This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. Grantee consents to jurisdiction in a court of proper jurisdiction in Franklin County, Ohio.
- b. Waiver. A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.
- c. Successors and Assigns. Neither this Agreement nor any rights, duties or obligations hereunder may be assigned or transferred in whole or in part by Grantee, without the prior written consent of ODNR.
- e. Conflict. In the event of any conflict between the terms and provisions of the body of this Agreement and any exhibit hereto, the terms and provisions of the body of this Agreement shall control.
- f. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.
- g. Execution. This Agreement is not binding upon ODNR unless executed in full.
- h. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.
- i. Electronic Signatures. Any party hereto may deliver a copy of its counterpart signature page to this Agreement electronically pursuant to R.C. Chapter 1306. Each party hereto shall be entitled to rely upon an electronic signature of any other party delivered in such a manner as if such signature were an original.

**30. TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement.

**31. OPEN TRADE:** Pursuant to R.C. § 9.76 (B) the Grantee warrants that the Grantee is not boycotting any jurisdiction with whom the State can enjoy open trade, including Israel, and will not do so during the contract period.

**IN TESTIMONY WHEREOF**, the Grantee and ODNR have caused this Agreement to be executed by their respective duly authorized officers.

**FOR THE GRANTEE:**

**CITY OF NORTH CANTON**

\_\_\_\_\_  
Signature

Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_

**FOR THE STATE OF OHIO, ODNR:**

\_\_\_\_\_  
Paul R. Baldridge

Chief, Office of Real Estate & Land Management

Ohio Department of Natural Resources

Date: \_\_\_\_\_

**APPROVED BY:**

\_\_\_\_\_  
JAMES ZEHRINGER, DIRECTOR

Ohio Department of Natural Resources

Date: \_\_\_\_\_

# ATTORNEY CERTIFICATION

Community Park, Recreation, or Conservation Project Number: **STAR-011C**

I, \_\_\_\_\_ [name and title], acting as attorney for the City of North Canton ("Grantee"), and for the reliance of the Ohio Department of Natural Resources, do certify that from my examination of the Capital Improvement Community Park Recreation or Conservation Project — Pass Through Grant Agreement (the "Agreement") and my knowledge of Grantee's organization, that acceptance of the Agreement by Grantee and the execution thereof by the signing officer has been duly authorized and is proper and in accordance with the laws of the State of Ohio. Grantee is a legally constituted public entity with full authority and legal capacity to perform all obligations and terms of the Agreement. Upon signature by the signing officer, the Agreement, in my opinion, is a legal obligation of Grantee in accordance with the terms thereof, and Grantee possesses the legal authority to fully perform all obligations incurred by Grantee in signing this Agreement. Grantee's acceptance of the Agreement and the signing officer's execution thereof, \_\_\_\_\_ has \_\_\_\_\_ has not\* been authorized by the governing body of Grantee, or has otherwise been authorized by grantee's charter. (Resolution or Ordinance No. \_\_\_\_\_, dated \_\_\_\_\_, 201\_\_).

\*If "has not" is checked, please indicate the reason. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Legal Counsel for Grantee \_\_\_\_\_  
(Signature)

Printed Name of Legal Counsel \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Registration Number \_\_\_\_\_

## EXHIBIT A

### PROJECT INFORMATION PACKAGE

Forms and requested materials (maps, etc.) on pages 3-11 comprise the 'Project Information Package'. Please complete all forms on pages 3-11 and send with all other requested materials on pages 3 -11 (only) to the address below. This is the first step in the project coordination process.

Tim Robinson  
ODNR  
Office of Real Estate  
2045 Morse Road, E2  
Columbus, Ohio 43229-6693



#### **BASIC INFORMATION**

1. Awarded Project Sponsor: City of North Canton
2. Address, including zip code:  
145 N. Main St.  
North Canton, OH 44720
3. Tax Identification Number: 34-6002037
4. Telephone Number: (330) 838-0390
5. Contact Person & Title: Catherine Farina
6. Email: cfarina@northcantonohio.gov
7. Telephone Number: (330) 838-0390
8. Brief Description of Project:  
City of North Canton Community Park renovation/improvement project of three major City parks, Bitzer, Dogwood and East Maple. Addition of an outdoor stage/event area at Bitzer Park. A fully inclusive adaptive playground for children with special needs at Dogwood Park and an Arts District/Amphitheater at East Maple Complex. All parks to also receive upgrade to parking, including handicapped parking, ADA compliant bathrooms, and other park amenities for safety and enjoyment such as fencing, and bench seating.

# EXHIBIT B-1

## Program of Requirements

Following is a list of project goals for this evaluation:

- current parking facility = 277 spaces on 3.6 acres
- proposed parking = 370 total car parks on 4.7 acres
- potential for 30 additional car parks - same area

### Dog Park

- current park does not have a dog park
- site published as a priority for creating community dog park
- 1-acre minimum - for land area
- provide for separation of large and small dogs
- provide for shade, refreshment, biological waste
- create entrance of rules

### Dogwood Shelter

- construct the "tee" shaped structure - similar to that of this one at Dogwood Park
- current Dogwood Shelter = 4,000 sq. ft. single story structure
- 1000 sq. ft. minimum - for land area
- toilet facilities and warming kitchen
- 4,000 sq. ft. of seating area - divisible
- some site storage

### Trail Head Road, Shelter Facilities and Maple Road

- Potential Connection to Trail - North

### Other Ideas

#### Outdoor Amphitheater

- seating for 354 persons
- provide for community plays, musical performances, outdoor movies, wedding, lectures and other events

#### Open Air Pavilion - In front of a dogwood shelter

- 3,000 to 4,000 sq. ft.
- seating built doors - no outdoor space
- front of pavilion - no parking area
- central toilet facilities
- scale - able over time

## Legend of Meanings

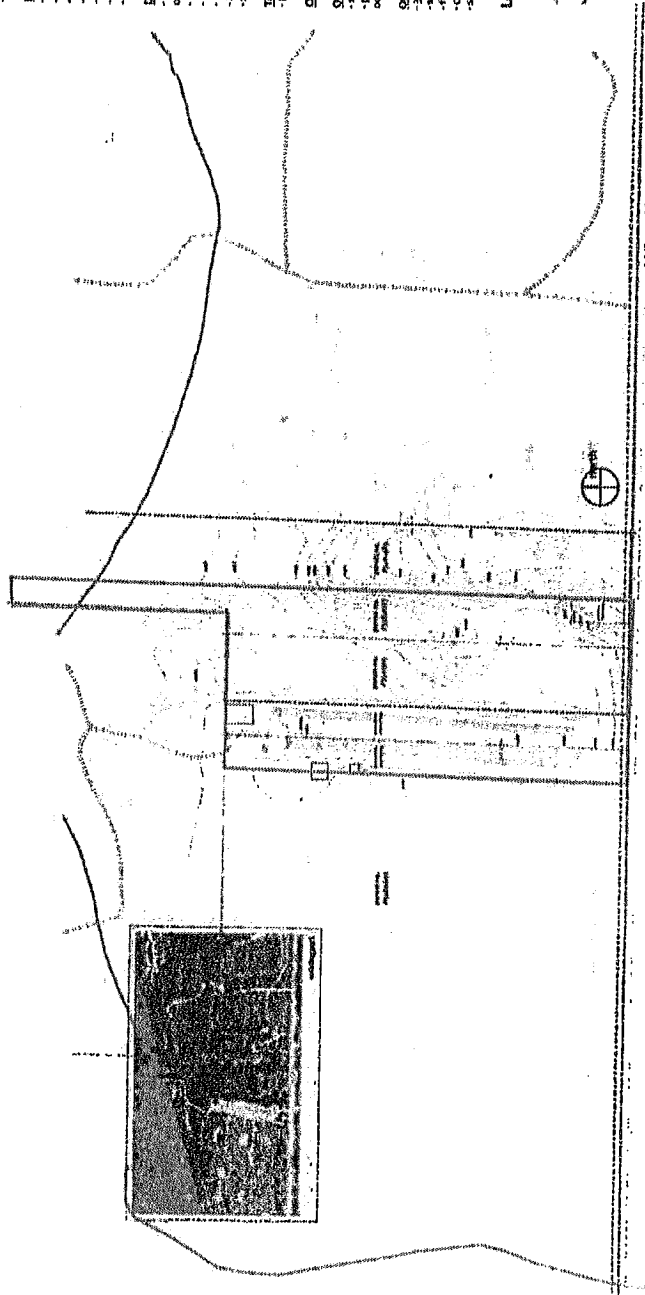
Park Walking and Bike Trail

Nimble Creek

Park Walking and Bike Trail  
- Examination

Existing 12" City of North  
Canton Water

Existing 8" City of North  
Canton Sanitary Sewer



Drawings Board

Project Number  
JPM-1000



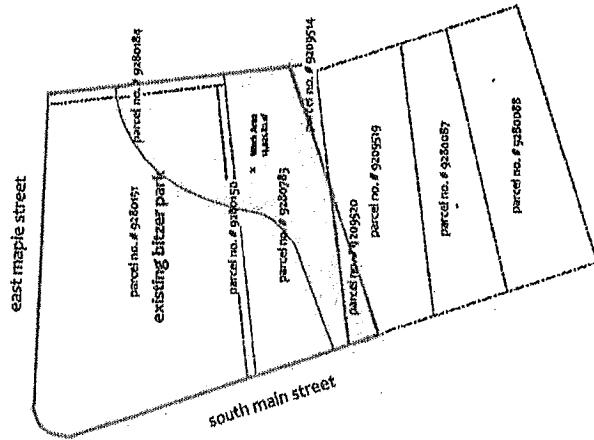
**Svan Georgia Design, Inc.**  
ARCHITECTURAL, ENGINEERING, INTERIOR DESIGN  
3455 MOUNTAIN VIEW DRIVE  
NORTH CANTON, OHIO 44136  
PH: 330.254.0543  
FAX: 330.254.0543  
WWW.SVANGEOGRAPHY.COM

Drawing Date  
Project Name

**Existing Conditions**  
**North Canton, Ohio - Maple Street Park**

SS-1

# EXHIBIT B-2



existing site plan



Drawing Number

Project Number

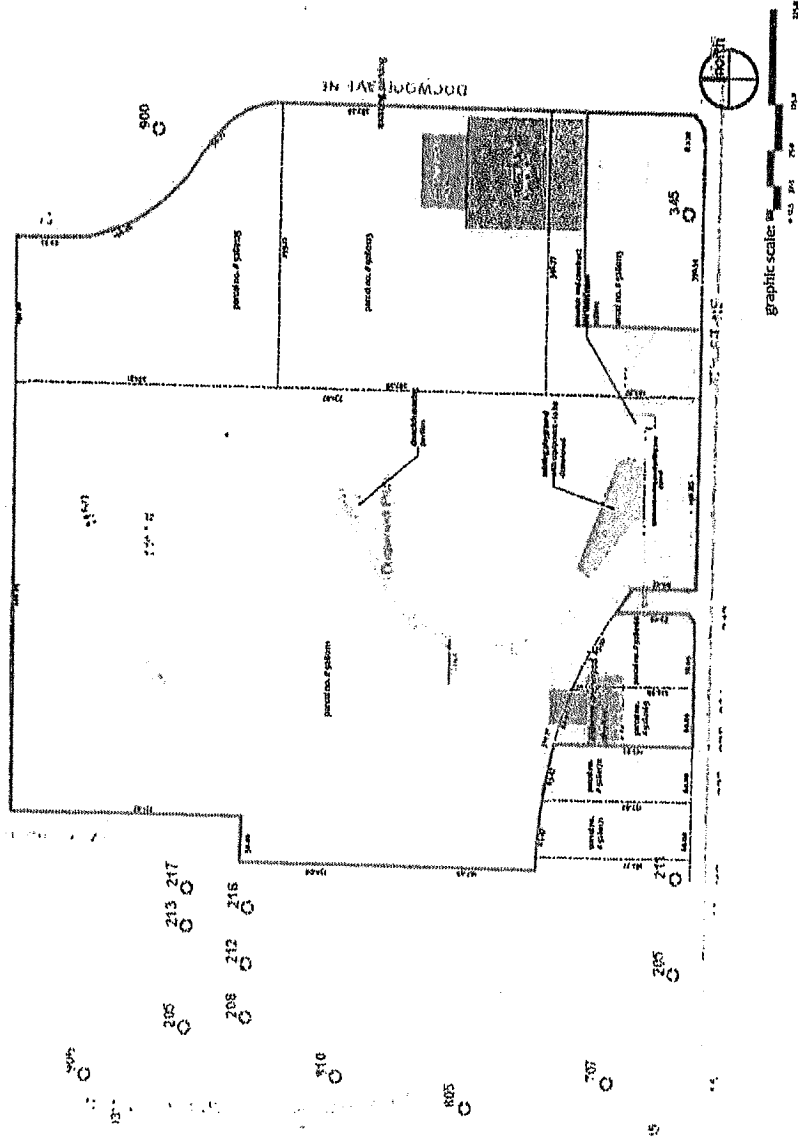



**S. W. G. Design, Inc.**  
 10000 North Main Street  
 North Canton, Ohio 44705  
 Phone: (216) 325-1100  
 Fax: (216) 325-1101  
 Email: info@swgdesign.com

**Bitzer Park - Amphitheater - Existing Site Plan - Parcels & Boundaries**  
 North Canton, Ohio - Maple & Main Street - Bitzer Park  
 Amphitheater

SS-21

# EXHIBIT B-3



Drawing Sheet Project Number	 <p><b>Georgia Design, Inc.</b>          1000 Peachtree Street, N.E.          Suite 1000          Atlanta, Georgia 30309          Phone: (404) 525-1111          Fax: (404) 525-1112          Email: info@georgiadesign.com</p>	Drawing Title: Existing Conditions Site Plan and Boundaries Project Name: North Canton, Ohio - Dogwood Park Shelter, Pavilion, and Playground Modifications Drawing Number: <b>SS-10</b>
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